

**DECLARATION
FOR
WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION**
includes
Ammend II dated 1/7/13 Recorded as Book 5396, Page 1466
Ammend I dated 7/26/12 as Book 5339, Page 0509
Original dated 1/26/06 recorded as Book 4611, Page 0162

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WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION

THIS CONDOMINIUM DECLARATION dated this 29th day of September, 2005, by **EIGHTY MAMMOTH ROAD LLC**, a New Hampshire limited liability company, with an address of 2 Link Street, Windham, NH 03087 (hereinafter referred to as "Declarant").

RECITALS: Declarant is the owner in fee simple of a parcel of land located in the Town of Windham, County of Rockingham, State of New Hampshire, all as described in **Exhibit "A"** attached hereto and made a part hereof. The property as described in said Exhibit is herein referred to as the "property."

Reference is made to the following plan: "Windham Meadows Phase II, Condominium Site Plan, Lot 19-A-802, Eighty Mammoth Rd, LLC, 2 Link Street, Windham, NH 03087" prepared by Edward N. Herbert Assoc., Inc. dated August, recorded in the Rockingham County Registry of Deeds as Plan No. D-33454 (hereinafter "the Plan") and Unit Floor Plans to be recorded (hereinafter "Floor Plans").

The property and all buildings and other improvements now located on the property or hereafter to be constructed or placed on the property are hereby submitted to a condominium pursuant to New Hampshire Revised Statutes Annotated Chapter 356-B, as amended from time to time, and any successor statute. The Declarant hereby declares and agrees that the property and said buildings and improvements are and will be held, conveyed, encumbered, used, occupied and improved, subject to the terms of this Declaration, all of which shall constitute covenants running with the land and shall be binding on and for the benefit of the Declarant and its respective successors in interest, including all persons acquiring interests in any Condominium Unit or Units.

ARTICLE 1. DEFINITIONS:

All terms and expressions used in this Declaration which are defined in New Hampshire Revised Statutes Annotated Chapter 356-B shall have the same meanings here unless the context otherwise requires. In addition, the following terms and expressions are defined for use in the condominium documents:

(1) **WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION** (hereinafter "Association") shall mean the Association of Unit Owners 1-58 as depicted on the Site Plan.

(2) The Board of Directors (hereinafter the "Board") shall consist of Directors of the Association in accordance with the provisions of the **WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION BYLAWS**.

(3) Condominium Documents shall mean the Condominium Declaration, the Bylaws, the Site and Floor Plans, As-Built Site Plans, the rules and regulations, if any, all as may be amended from time to time.

ARTICLE 2. NAME OF CONDOMINIUM: The Condominium established hereby shall be known as **WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION.**

ARTICLE 3. LOCATION: The Condominium is located in the Town of Windham, 80 Mammoth Road, County of Rockingham, State of New Hampshire.

ARTICLE 4. DESCRIPTION OF PROPERTY: The property initially submitted to the Condominium is described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE 5. DIVISION OF PROPERTY: The property, together with all buildings and improvements thereon, is hereby divided into fifty-eight (58) separate freehold two (2) bedroom Condominium Units. The layout, location, numerical designation, dimensions and area of each Unit are shown on the Plan.

The boundaries of each Unit are defined as follows:

Horizontal Boundaries: The horizontal boundaries of each Unit shall be:

- A. **Lower Boundary:** The lower surface of the concrete slab or basement slab as the case may be.
- B. **Upper Boundary:** The upper surface of the roof shingles.

Vertical Boundaries: The vertical boundaries of each Unit shall be:

- A. **Exterior Walls:** The exterior surface of the concrete foundation and/or the exterior surface of the siding.
- B. **Exterior Doors, Windows, Skylights, and Shutters:** The outer finished and/or painted surface of the exterior doors, windows and skylights sashes and associated wood trim or any feature permanently affixed to the unit (e.g., shutters). The glass within the windows and skylights shall be considered part of the Unit.

Each unit includes the entirety of the building with said boundaries and the space which is enclosed thereby, excepting only such Common Area as may be located therein. A unit also includes any appurtenant feature physically attached to the building, including decks, porches, patios, stairways, gutters and downspouts, and any railings or support posts, but not including the granite steps.

The pipes, ducts, flues, chutes, conduits, wires and other utility installations, including air conditioning situated in a Unit and underground fuel lines and connections, which serve that Unit alone, are part of the Unit. If any such pipes ducts, flues, chutes, conduits, wires, fuel lines and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit while any portions thereof serving more than one Unit or any portion of the Common Area shall be deemed part of the Common Area.

The property division and responsibility for maintenance, repair and replacement of property appurtenant to the units are further set out in Table 1, *infra*.

Table 1		
<u>Capital Description</u>	Ownership	Responsibility for Repair, Maintenance or Replacement
Asphalt Driveways	Common	Association
Asphalt Roadways (BV, GM, MM, SW)	Common	Association
Common Area Property Signs	Common	Association
Custom Features (Added by Unit Owner w/ Assoc. Authorization)	Unit	Unit Owner
Decks & Railings	Unit	Unit Owner
Exterior Lighting (Gazebo, Putting, Entrance)	Common	Association
Exterior Underground Utilities (Telephone, Electric, Water)	Common/ Utility	Association/Utility
Exterior Fences (Privacy)	Limited Common	Unit Owner
Exterior Front Porch Concrete (Lg Units)	Unit	Unit Owner
Exterior Front Porch (4'x8' Man Made Materials)	Unit	Unit Owner
Exterior Front Porch Support Posts (Lg Units)	Unit	Unit Owner
Gazebo	Common	Association
Granite Steps (Front of Unit Entrance)	Limited Common	Association
Gutters & Downspouts	Unit	Unit Owner
Irrigation Plumbing (exterior)	Limited Common	Association
Leach Fields	Limited Common	Association
Light Post (Appurtenant 1 each unit)	Limited Common	Unit Owner
Mailhouse	Common	Association
Patios or Walkout Pads (Concrete, Stone or Blocks)	Unit/Limited Common	Unit Owner
Patios Custom Features (including Fireplaces, Firepits, etc.)	Limited Common	Unit Owner
Putting Green	Common	Association
Retaining Walls	Common	Association
Roof Shingles	Unit	Unit Owner
Septic Pipe from Unit to Tank	Limited Common	Unit Owner
Septic Tank Pump (BV#8)	Common	Association
Septic Tanks (27 Tanks)	Common	Association
Sidewalk Front	Common	Association
Sidewalks (Side or Rear of Unit)	Limited Common	Unit Owner
Vinyl Siding	Unit	Unit Owner
Shutters (All)	Unit	Unit Owner
Staircases & Railings (Any Attached to Unit)	Unit	Unit Owner
Storm Doors	Unit	Unit Owner
Underground Fuel Line & Connections	Limited Common	Unit Owner
Underground Fuel Tank (500 gallons)	Utility	Utility

ARTICLE 6. COMMON AREAS: Common Area consists of all portions of the Condominium other than the units and includes, but is not limited to, the following:

SECTION A. All of the land described in **Exhibit "A"** hereto, together with the benefit and subject to all of the rights, easements, restrictions and agreements of record, if any, so far as the same may be in force, as described on **Exhibit "A"** hereto, including;

SECTION B. The private ways, roads, driveways and parking areas, walkways, lawns and shrubbery, and open space, to the extent such may exist from time to time.

SECTION C. All roadways servicing the Condominium and shown on the Site Plan shall be private and shall be maintained as Common Area by the Association. The private roadways, depicted as Misty meadow Road and Brookview Road on the Condominium Site Plan, are subject to a permanent easement which shall benefit the Unit Owners of Windham Meadows Phase I and Phase II as depicted on the Site Plan for the purposes of access and egress to and from Mammoth Road. The right to pass and repass between lots 19-A-801 and 19-A-802 shall be mutual in nature to the extent that the unit owners of property on each respective parcel shall have the benefit of passing and repassing over the private drives located on 19-A-801 and 19-A-802 to Mammoth Road.

The costs for snow plowing, maintenance and repair of Brookview Road and Misty Meadow Road shall be shared equally by the Unit Owners of Windham Meadows Phase I and Phase II Book 4611 Page 0162. For further reference see Declaration of Condominium for Windham Meadows Phase I, Section 2-4-6 recorded at the Rockingham County Registry of Deeds at Book 4244, Page 0763. See also Use and Access Easement to Windham Meadows Development, LLC recorded on March 4, 2005 at the Rockingham County Registry of Deeds at Book 4244, Page 0820.

SECTION D. The sewage systems and all associated piping and equipment and the water supply system and all associated wells, pump(s), piping and equipment which provide sanitary waste disposal or water supply to the Condominium to the extent they are not owned by a private water company or public water utility.

SECTION E. Such additional Common Areas and facilities as may be defined in New Hampshire Revised Statutes Annotated Chapters 356-B.

ARTICLE 7. LIMITED COMMON AREAS: Limited Common Area (herein "LCA" or "Limited Common Area") is defined as a portion of the Common Area which has been reserved for the exclusive use of the specific Unit or Units to which the Limited Common Area is assigned.

Limited Common Area shall be assigned as set forth in these Condominium Instruments. The "Condominium Instruments" is a term collectively referring to the Declaration, the By-Laws, and the Site and Floor Plans recorded pursuant to the provisions of the Condominium Act. To the extent there is a conflict within the Condominium Instruments regarding the assignment of the

Limited Common Area to a specific Unit, the assignment of Limited Common Area as set forth on the Site Plan shall control.

Reassignment of the LCA is expressly permitted if the reassignment complies with the Condominium Instruments and RSA 356-B, as amended. However, LCA may not be reassigned without the express written permission of the Unit Owner(s) who possesses the exclusive use of the LCA. Any reassignment of the LCA must be recorded in the Rockingham County Registry of Deeds to be effective.

It is the intention of the Declarant that the following portions of the Common Area shall be exclusively assigned as LCA:

1. The land area associated with each Unit as shown on the As-Built Site Plans which will be filed and recorded prior to the conveyance of each Unit.
2. Exterior features of any Unit not physically attached to such Unit but which exclusively serve such Unit, including, but not limited to, granite steps and walkways.
3. The driveways and parking area appurtenant to each Unit.
4. Each unit will have appurtenant to it a sewer line extending from the unit to the septic tank.

SECTION A. Subject to the restrictions, easements, covenants, conditions, and terms set forth in these Condominium Instruments, the Condominium Act, the ordinance of the Town of Windham, and any documents of record, the Owner of the Unit which possesses the assignment and exclusive use of a Limited Common Area shall be permitted to encroach upon, use and possess the Limited Common Area. Owners shall be required to maintain, at their own expense, the Limited Common Area and the porches and stairs appurtenant to their unit in a clean and sanitary condition. All other Limited Common Areas shall be maintained by the Association.

SECTION B. Deleted

SECTION C. Improvements to the land area associated with each Unit and designated as Limited Common Area shall be governed by the following requirements: During the period of the declarant's control the Unit Owner may elect to have various landscaping features offered by Declarant as a purchase option installed, including but not limited to outdoor fireplaces. Should the Unit Owner elect such option(s), then Declarant shall install same. Once control is transferred to the Association, the Board may designate what "landscaping features" may be installed in the Limited Common Area as well as establish rules concerning authorized installation of such "landscaping features". At all times, Unit Owners may install additional plantings and/or lawn ornaments not designated as "landscaping features" only as allowed by the Association rules and regulations, as they may be adopted from time to time. The responsibility for the maintenance of such additional plantings and/or lawn ornaments shall lie solely with the Unit Owner, and the cost for such maintenance shall not be part of the Common Expenses.

SECTION D. The LCA, including any improvements or developments, shall run with and be appurtenant to the Unit to which it is assigned and shall automatically pass with the title to the Unit whether or not the LCA is expressly conveyed.

SECTION E. Expenses associated with the maintenance and repair of each Limited Common Area shall be allotted to the Association, except that the maintenance of and expenses associated with the maintenance, repair and replacement of the portion of the sewer line serving any unit and extending to the septic tank as described above, as well as rear and side walkways, detached patios or walkout pads as designated in Table 1 as Unit owner responsibility, shall be the responsibility of the Unit Owner. Additionally, expenses associated with maintenance and repair of the landscaping features described above shall be allotted to the Association, although assessments shall be made to Unit Owners in accordance with the provisions of Article VI, Section 4 of the Bylaws.

ARTICLE 8. ALLOCATION OF UNDIVIDED INTERESTS ("COMMON INTERESTS"): There is hereby allocated to each Unit an undivided interest in the Common Areas as set forth on **Exhibit "B"** attached hereto and made a part hereof, under the column "Common Interest." Said undivided interest appurtenant to each Unit is herein called the "Common Interest." The interest appurtenant to each Unit shall be 1/58. The Common Interest appurtenant to each Unit will have a permanent character and shall not be altered without the consent of the Owner of each Unit affected thereby. The Common Interest appurtenant to each Unit will not be separated from said Unit even though not expressly mentioned or described in the conveyance or other instrument. The Common Areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided in the New Hampshire Condominium Law.

ARTICLE 9. PARKING: Subject to regulation by the Board of Directors, the Owner of each Unit shall have the right to park one (1) personal vehicle within the paved driveway portion of the Limited Common Area associated with his/her Unit and two (2) personal vehicles within the garage for each Unit. Any unregistered or non-operational motor vehicles are prohibited. Motor home, camping trailers, boat and boat trailer parking are prohibited within the Condominium or any Common Areas, except on a temporary basis, not excluding one (1) week, and under no circumstances will they be used as sleeping quarters while located on the Condominium. Any unregistered vehicles parked in any unauthorized area shall be towed from the Condominium at the Unit Owner's expense.

ARTICLE 10. EASEMENTS AND ACCESS TO UNITS AND LIMITED COMMON AREAS TO EFFECT REPAIRS AND TO PREVENT DAMAGE:

SECTION A. Each Unit shall have appurtenant thereto non-exclusive easements in the Common Areas designed for such purposes for ingress to, egress from, and utility services for such Unit, and in the other Common Areas for their use according to their respective purposes, subject always to the exclusive or limited use of the Limited Common Areas as herein provided. If any Unit or Common Area encroaches on any other Unit or Common Area, a valid easement for such encroachment and the maintenance and use thereof shall exist so long as it continues;

SECTION B. To the extent permitted by the Act (RSA 356-B:42 II), as amended from time to time or any successor statute, the Association shall have the irrevocable power as

attorney in fact on behalf of all of the Unit Owners and their successors in title to grant easements through the Common Areas and accept easements benefiting the Condominium or any portion thereof;

SECTION C. The Association shall have the right, to be exercised by any Board Member or other agent, to enter the Limited Common Areas from time to time during reasonable hours as may be appropriate for the operation of the Condominium or at any time for making emergency repairs therein as may be necessary to prevent damage to any Unit or a Common Area, or as may be necessary for the proper maintenance of the Common Areas or to effect the repair, maintenance or replacement of exterior features of any Unit pursuant to the provisions of Article 11, Sections B and C of the Declaration.

SECTION D. Declarant hereby expressly reserves the right to grant easements to the owners of abutting property, as well as to any electric or gas, telephone or cable utilities, and any other utilities over, under and through the Common Areas or Limited Common Areas of the Condominium for whatever use may be made thereof. Declarant also expressly reserves the right to grant easements to any private water utility to lay pipes and mains, install pumps, valves and other equipment on, in and under the Common Area, as it, in its sole discretion, deems appropriate for the purposes of operating and maintaining a water supply system to sell and supply water to the condominium. Upon the completion of the work by the Declarant and the conveyance by the Declarant of the Common Areas to the Association, the Association shall have such power.

ARTICLE 11. USE OF CONDOMINIUM AND EACH UNIT: The use of each Unit and the Common Areas shall be subject to all of the following rules and restrictions:

SECTION A. Units shall be used solely for residential purposes and for uses accessory thereto as may be permitted from time to time by the zoning ordinances of the Town of Windham. Additionally, in an effort to retain the residential character of the Condominium and notwithstanding any authorization by the Town of Windham to operate a “home business” as such term may be defined in the Windham Zoning Ordinance, Units Owners may use the Unit for business activity only when the use meets the following requirements:

- i. no employee shall be present at the Unit;
- ii. no signage shall exist at the Unit referencing the business activity;
- iii. no clients or patrons shall frequent the Unit;
- iv. no deliveries of goods or materials shall be made to the Unit in a manner which is more frequent than that customarily associated with residential usage;
- v. goods or materials which are not customarily associated with the residential usage shall not be delivered to the Unit.

Notwithstanding the restrictions of this paragraph, the Declarant and its successors in interest may, until all of the residential Units shall have been sold by the Declarant or such successor(s), use unsold Units as models for purposes of promoting the sale or leasing of Units.

SECTION B. The architectural integrity of the buildings and the Units shall be preserved, and to that end, no awnings, antennas, and no exterior change, addition, structure, projection, decoration or other feature which is visible from the exterior of a Unit, shall be erected

or placed upon or attached to the buildings or any Unit, or any part of either, unless previously approved by a vote of the Board. During the time of control by the Declarant, no awnings may be installed except by the Declarant. This paragraph, however, shall not restrict the right of the Owner(s) of each Unit to decorate the interiors of the Unit as said Owner(s) may desire;

SECTION C. Without limiting the generality of the foregoing, the painting, repairing and replacing of exterior doors, door frames, windows, window frames, roofs, siding, porches, decks, entries and other exterior features of the Units will be solely within the jurisdiction of the Association. All such work will be contracted for and managed by the Unit Owner and shall be a Unit Owner Expense, but shall require prior written approval of the Association to ensure the architectural integrity of the association is maintained as defined by Article 11 Section B of the Declaration. Replacement and repaired items shall be like in color and materials (e.g., 30 year architectural shingles). The Unit owners will be required to repair/replace exterior items at such time that the Association deems the appearance has significantly degraded and negatively affects the Association's architectural integrity. Furthermore, the Association reserves the right to have said work performed and recover costs as a special assessment against said unit pursuant to the provisions of Article 13. Work on the Common Areas which is necessitated by the act, neglect or fault of the Owner, their guests, invitees or tenants, or occupant of any Unit will be charged to said Unit.

SECTION D. No animals, reptiles or pets of any kind shall be raised, bred or kept within any unit for any purpose; provided, however, two dogs are permitted and/or cats or other household pets are permitted, so long as their owners shall strictly comply with all rules and regulations concerning pets, including but not limited to leash regulations, as may be adopted by the Association.

SECTION E. The Declarant has adopted and the Association Board may amend from time to time detailed rules and regulations for the use and enjoyment of the Common Areas, for avoiding noxious or offensive activity which may disturb the occupants of any Unit, and for the occupants of any Unit, and for the general governing of the Condominium, consistent with, and not in conflict with, this Declaration and the Bylaws. All Owners and their tenants, guests and licensees will strictly comply with said rules and regulations.

SECTION F. Units may be rented, but may only be rented for a period of one hundred eighty (180) days or more. No more than 19 (33%) of the units shall be leased at any given time. All rental agreements shall be documented by a written lease. The lease shall be subject to the Declaration, Bylaws and Rules and Regulations of the Condominium.

SECTION G. The Association shall be responsible for arranging for snow removal and lawn mowing within the Common Areas as a Common Expense, together with the maintenance of all drainage improvements.

SECTION H. Declarant reserves the right to make use of unsold Units as may facilitate the completion, construction or sale of the Condominium, including the right to enter all Units, and Limited Common Areas, upon reasonable notice to the Owner thereof, or Common Areas for construction purposes. Declarant reserves the right to store materials, to maintain a sales office or a rental office in any unsold Units, to show such Units for sale or lease, and to display appropriate signs in conjunction therewith.

SECTION I. No fencing is allowed in the land area associated with each Unit and which is characterized as Limited Common Area.

ARTICLE 12. MAINTENANCE AND REPAIRS.

Owners Obligation to Repair and Maintain. Each Owner shall, at their own expense, keep their Unit and its equipment and appurtenances in good order, condition, and repair. In addition to keeping the interior of the unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows, window frames, and other property which is not Common Area, and which is located in their Unit. Each Unit Owner shall keep the Limited Common Area appurtenant to their unit in a neat and orderly condition. Each Owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his Unit or appurtenant to his Unit. In the event an Owner fails to make such repairs after thirty (30) days written notice of the need for the same is given to them by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work of an aggregate cost in excess of Five Hundred and 00/100 Dollars (\$500.00) in his Unit or the Limited Common Area appurtenant to his Unit by anyone unless such person or entity has furnished written evidence that is has obtained reasonably adequate Liability and Workmen's Compensation Insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules, and regulations.

ARTICLE 13. ENFORCEMENT OF RESTRICTIONS. If any person or entity shall violate or attempt to violate any of the rules or restrictions set forth in this Declaration, in the Bylaws or in any rules or regulations adopted by the Association, the Association may commence legal action against said person or entity or against the Owner(s) within which such violation or attempts there at are occurring, either to prevent or abate such violation, or to recover damages caused by such violation or both. In the event of a successful prosecution, the Association of Unit Owners will be entitled to receive its costs, including reasonable attorney's fees, as part of its judgment against the defendant.

If the Association shall fail to enforce this or any one or more of the covenants set forth in this Declaration or any rule contained in the Bylaws or any rules of the Association after receiving written request to do so from any Unit Owner within the Condominium, then any such Unit Owner may attempt to enforce said requirements by giving ten (10) days' prior written notice to the person violating them, followed by legal proceedings either to enjoin the violation or to recover damages or other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

Notwithstanding anything in this Declaration or in the Bylaws to the contrary, no Unit Owner shall be liable for any violations except such as occur during his or her Unit ownership.

ARTICLE 14. INSURANCE. The Association shall obtain and maintain at all times insurance of the type and kind and in the amounts hereafter provided, and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with

respect to other Condominium projects similar in construction, design and use, which insurance shall be governed by the provisions of this section.

All insurance obtained by the Board shall:

- a) Be written with a company authorized to do business in New Hampshire which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;
- b) Be written in the name of the Association as trustee for the Unit Owners.
- c) Provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

For the benefit of the Owners, the Association shall obtain and maintain at all times, and shall pay out of the Common Expense funds, the following insurance:

SECTION A. A Master Policy, or subscription policies, of fire insurance on all common elements with extended coverage, special extended coverage, and use and occupancy coverage for at least 100 percent of the replacement value of all Common Areas, and such other fire and casualty insurance as the Association shall determine to give substantially equal or greater protection to the unit owners, and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee, or mortgagees, of each unit, if any; provided, however, that notwithstanding such mortgage loss payable endorsement, the application of all proceeds recovered thereunder shall be determined by the Association in its sole and uncontrolled discretion.

The Master Policy shall not, however, provide insurance coverage for the unit as defined in Article 5 or the personal possessions of the unit owner contained within the unit itself. Each unit owner shall be responsible for obtaining separate insurance coverage, commonly known as a "home owner's policy," which shall provide coverage for their unit as defined in Article 5, personal possessions of the unit owner, liability with respect to ownership and/or use of the unit, and such other coverage as is typically provided by such a policy. The association shall be provided a certificate of insurance coverage annually.

SECTION B. A Master Policy, or subscription policies, insuring the Association, its Board, the Owners and the Manager, if any, against any liability to the public and the Owners and their invitees or tenants, occurring in, on, or about the Common Areas, arising out of, or incident to, the ownership of any unit of the Condominium, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 for all persons injured in any one accident, and shall not be less than \$500,000 for property damage in each occurrence (such limits and coverage to be reviewed at least annually by the Board and may be increased in its discretion). In addition, the Board shall maintain an umbrella liability policy of \$1,000,000 insuring against the same risks. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action

against another named insured.

SECTION C. CASUALTY INSURANCE. In the event of damage to any portion of the Common Areas by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair, replace or restore the Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Association is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed Common Area, the damage to, or destruction of, such Common Areas, shall be promptly repaired and restored by the Board of Directors of the Association, using the proceeds of insurance, if any, on such Common Areas, for that purpose, and the unit owners shall be liable for assessment for any deficiency.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section A. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Special Assessment.

SECTION D. Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

Exclusive authority to adjust losses under policies hereafter in force concerning the Condominium shall be vested in the Board or its authorized representative acting on behalf of all insureds, including the individual Owners and their mortgagees. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, on behalf of all the Owners, may realize under any insurance policy which the Board may have in force in favor of the Condominium on the project at any particular time. At least annually, the Board shall review all insurance carried by the Association and such review shall include an appraisal of all improvements to the Condominium by a representative of the insurance carrier writing the master policy.

SECTION E. Additional customarily covered Condominium Insurance shall include, but not be limited to General Commercial Liability with \$2,000,000 aggregate coverage, Employee Dishonesty in the amount equal to or greater than all operating and reserves funds of the association, and Condominium Directors/Officer insurance of at least \$1,000,000.

ARTICLE 15. CONDEMNATION. If part of the project shall be taken or condemned by any authority having the power of eminent domain such that no Unit or any part thereof is taken, then all compensation and damages for on account of the taking or the common elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Board as Trustee for all Owners and Mortgagees according to the loss or damage to their respective interests in such common elements. The Board shall have the right to act on behalf of the Owners with respect to all issues related to the taking and compensation affecting the common elements. Such proceeds shall, subject to the prior rights of such mortgagees, become a part of the reserve funds of the Association.

If any Unit or a part thereof is taken, the Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall, subject to the prior rights of mortgagees, be used and distributed by the Trustee first to restore the Units and buildings or facilities on the remaining land of the Condominium as may be permitted by the land use regulations of Windham then in effect to the extent possible, attempting to rebuild buildings, containing new Units of the same number, size and basic plan as the Units taken, with any excess award distributed in accordance with the provisions of this section.

ARTICLE 16. REVIEW OF INSURANCE. The Association will review not less frequently than annually the adequacy of its insurance program and will, if requested by Owners report to each Owner in writing the Association's conclusions and actions taken, from time to time. Also, the Association shall provide each Owner with notices describing each new policy of insurance and all amendments and terminations thereof, as and when occurring, in the same manner as it provides notices of Association meetings as set forth in the Bylaws, all as required by New Hampshire Revised Statutes Annotated, Section 356-B:43 II, or any successor statute.

ARTICLE 17. AMENDMENTS TO THE CONDOMINIUM AND TERMINATION. This Declaration, the Bylaws, the Floor Plan, the Site Plan or any other Condominium instruments (as defined by New Hampshire Revised Statutes Annotated Chapter 356-B) may be amended from time to time, or this Condominium may be terminated, only in strict compliance with New Hampshire Revised Statutes Annotated Section 356-B:34, as amended from time to time or any successor statute. In no event shall such amendments be made without the consent of at least 2/3 of the Owners.

ARTICLE 18. MORTGAGE PROVISIONS. The following provisions apply to the Condominium, and none may be amended materially without the consent of at least fifty-one percent (51%) of the Eligible Mortgagees; provided, however, that if an Eligible Mortgage Holder has been notified by certified or registered mail, return receipt requested, and has not responded within thirty (30) days after receipt of such notification, the consent of that mortgagee shall be implied for whatever Unit or Units that mortgagee has, holds, insures or guarantees the mortgage on.

SECTION A. Consent of Lenders Required. A change to any of the provisions governing the following items would be considered to be material:

- (1) Voting rights;

- (2) Changes in provisions regarding Assessments liens or the priority of Assessment liens;
- (3) Reallocation of interests in the general or limited common elements or rights to their use;
- (4) Redefinition of any Unit boundaries;
- (5) Convertibility of Units into common elements or vice versa;
- (6) Decreases in hazard or fidelity insurance dollar requirements;
- (7) Imposition of any restriction on Owner's right to sell or transfer his or her Unit;
- (8) Restoration or repair of the Condominium (after damage or partial condemnation) in the manner other than that specified in the document; or
- (9) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

SECTION B. Payment of Taxes. First mortgagees of residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas and may pay overdue premiums on insurance policies or secure new insurance coverage on the lapse of a policy for such Common Areas. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

SECTION C. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee of a residential Unit pursuant to its mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Common Areas.

SECTION D. Notice to Mortgagee. An eligible mortgagee shall be given timely written notice of:

- (1) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.
- (2) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- (3) A lapse, cancellation or material modification of any insurance policy maintained by the Association.
- (4) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

SECTION E. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the Condominium, or any other agreement providing for services by the Declarant, may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

ARTICLE 19. PARTIAL INVALIDITY. The invalidity of any provision of this Declaration shall not impair or affect the validity of the remainder of this Declaration and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

ARTICLE 20. NOTICE OF TRANSFER OR MORTGAGE.

A. Immediately after (and not later in calendar days) from the date of any transfer of any Condominium Unit by sale, lease, gift, devise, in testate succession, death of a joint tenant, or otherwise, either the transferring Owner or the acquiring Owner shall give notice of the Board of such transfer, including the name and address of the acquiring Owner and the date of transfer.

B. Immediately after (and not later in calendar days) from the date of any mortgage of any Condominium Unit by the Unit Owner, he or she shall give notice to the Board of such mortgage by delivering a conformed copy of said mortgage which shall be maintained by the Board in a directory of mortgages on Units.

ARTICLE 21. NOTICES. All notices hereunder, and made pursuant the By-Laws and NH RSA 356:B to the Association and the Board shall be sent by U.S. certified mail to the Board in care of Eighty Mammoth Road LLC, 2 Link Street, Windham, NH 03087, or to such other address as the Board may designate, from time to time, by notice in writing to all Owners. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have reported to the Board.

EXECUTED as of the day and year first above written.

EIGHTY MAMMOTH ROAD LLC

Witness

By: _____
_____, Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this _____ day of _____, 2005, before me personally appeared _____, Manager of Eighty Mammoth Road LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained on behalf of the limited liability company.

Notary Public/Justice of the Peace
My Commission Expires: _____

S:\NF-NZ\Nickerson, Eric\Windham Meadows\Declaration 112805.doc

EXHIBIT "A"
LEGAL DESCRIPTION OF ALL LAND POTENTIALLY
SUBJECT TO THE CONDOMINIUM

A certain tract or parcel of land located on Mammoth Road, Town of Windham, County of Rockingham and State of New Hampshire as depicted on a plan of land entitled "Windham Meadows Phase II, Condominium Site Plan, Lot 19-A-802, Eighty Mammoth Rd, LLC, 2 Link Street, Windham, NH 03087" prepared by Edward N. Herbert Assoc., Inc. dated August, 2005 to be recorded at the Rockingham County Registry; said parcel is more particularly bounded and described as follows:

Beginning at an iron rod in a stone wall at the westerly sideline of Mammoth Road and the southeasterly corner of the within described premises; thence running along said Mammoth Road and said stone wall N00°04'56"W a distance of 268.48 feet to an iron rod; thence running N09°19'10"E a distance of 80.31 feet to an iron rod as shown on said Plan; thence running along said Mammoth road in a generally northerly direction approximately 100 feet to an iron pin as shown on said Plan; thence turning and running N80°22'13"W a distance of 259.36 feet to an iron rod; thence running on a curve to the right with a radius of 79.00 feet and an arc length of 86.65 feet to an iron rod; thence running N17°31'47"W a distance of 241.32 feet to an iron rod; thence running N59°07'05"W a distance of 220.69 feet to an iron rod; thence running N75°07'04"W a distance of 425.10 feet to an iron rod; thence turning and running N21°00'05"E a distance of 249.73 feet to an iron rod; thence turning and running N80°38'25"W a distance of 246.70 feet to an iron rod; thence turning and running N07°00'14"W a distance of 376.64 feet to an iron pin; thence turning and running N88°13'55"W a distance of 430.27 feet to an iron pin; thence turning and running S09°50'37"W a distance of 206.97 feet to an iron rod; thence turning and running S51°35'43"W a distance of 214.98 feet to an iron rod; thence turning and running N74°48'25"E a distance of 267.57 feet to an iron rod; thence turning and running S46°41'24"E a distance of 175.00 feet to an iron rod; thence turning and running S19°06'16"E a distance of 215.85 feet to an iron rod; thence turning and running S43°10'32"W a distance of 464.71 feet to an iron rod; thence turning and running S22°08'35"W a distance of 415.00 feet to an iron rod; thence turning and running S10°46'28"W a distance of 167.80 feet to an iron rod; thence turning and running S72°49'21"E a distance of 92.00 feet to an iron rod; thence turning and running N57°31'43"E distance of 283.46 feet to an iron rod; thence turning and running N80°56'23"E a distance of 165.92 feet to an iron rod; thence turning and running S83°08'12"E distance of 459.31 feet to an iron rod; thence turning and running S65°42'02"E a distance of 231.81 feet to an iron rod; thence turning and running S83°12'22"E a distance of 294.94 feet to an iron rod; thence turning and running N79°58'52"E a distance of 164.22 feet to an iron rod; thence turning and running S10°01'08"E a distance of 191.21 feet to an iron rod; thence turning and running S72°09'36"E a distance of 43.46 feet to an iron rod; thence turning and running N89°48'37"E a distance of 138.97 feet to the iron rod in the stone wall at the point of beginning.

Exhibit B
Table of Common Interests

Unit	Interest in Common Areas
1	1/58
2	1/58
3	1/58
4	1/58
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